

TRUST AGREEMENT
MARY CLAYTON SAUNDERS 2002 TRUST

~~THIS IRREVOCABLE~~ TRUST AGREEMENT is made as of the 14th day of March, 2002, by and between MARY CLAYTON SAUNDERS, of Shelby County, Tennessee, as settlor (hereinafter referred to as "Settlor"), and VICTORIA F. SAUNDERS, of Shelby County, Tennessee as trustee (hereinafter referred to as "Trustee").

Several terms in this instrument are defined in Article VII hereof for convenience. Those definitions shall apply throughout this instrument unless the context in which a defined term is used clearly implies another meaning.

The Settlor is unmarried and has four children, ROBERT M. SAUNDERS, JR., JOHN D. MARTIN SAUNDERS, CLAYTON D. SAUNDERS AND ERIN H. SAUNDERS, who shall be the beneficiaries of this trust.

I. CREATION OF TRUST

1.01. Initial Transfer to Trust. Settlor hereby irrevocably transfers, delivers and pays over to the Trustee, IN TRUST, subject to the terms, conditions and distribution dates hereinafter set forth, the property set forth on Schedule A attached hereto.

1.02. Future Transfers to Trust. Settlor, or any other person, firm, corporation or trust, by Will or otherwise, with the consent of the Trustee, may add other property to the principal, and such property shall be covered by the provisions of this Agreement the same as if originally included hereunder.

1.03. Name of Trust. This trust shall be known as the "MARY CLAYTON SAUNDERS 2002 TRUST".

II. GENERAL DISPOSITIVE PROVISIONS

2.01. In General - Beneficiaries of Trust. The Trustee shall administer this trust property as four (4) separate shares, one share for each child of Settlor, as follows: ROBERT M. SAUNDERS, JR. - one fourth (1/4); JOHN D. MARTIN SAUNDERS, - one fourth (1/4); CLAYTON D. SAUNDERS - one fourth (1/4); and ERIN H. SAUNDERS - one fourth (1/4) [each such beneficiary is hereinafter referred to in this section as a "Primary Beneficiary" with respect to his or her separate share]. Each separate share shall be administered as a separate "Primary Trust" share for the benefit of the Primary Beneficiary in accordance with the following provisions of this section.

(a) Distribution of Income and Principal. The Trustee may pay to or apply for the benefit of the Primary Beneficiary so much of the net income and principal as the Trustee may deem necessary and proper to provide for the continued health, support, or maintenance of the Primary

Beneficiary. Any net income in any year which is not paid to or applied for the benefit of the Primary Beneficiary shall be added to the principal of the trust at the end of the year.

(b) Distribution Upon Death of Primary Beneficiary.

(1) Testamentary General Power of Appointment. On the death of a Primary Beneficiary, any part or all of the principal of the Primary Trust for such beneficiary and the accrued or undistributed income thereof shall be distributed to or for the benefit of such one or more persons or organizations, including the Primary Beneficiary's estate, in such proportions and subject to such trusts, powers and conditions as such Primary Beneficiary may provide and appoint by will specifically referring to this power to appoint.

(2) Takers-in-Default. If the Primary Beneficiary shall not validly and effectually exercise the power of appointment granted in paragraph (1) with respect to the entire Primary Trust assets, then such part of the trust assets not validly and effectually appointed shall be divided and allocated Per Stirpes among the then living descendants of the Primary Beneficiary, if any, otherwise Per Stirpes among the then living descendants of Settlor. Property so allocated to a person for whom a Primary Trust then held under this Article is named shall be added to that Primary Trust, and property so allocated to any other person shall be retained in trust as a separate Primary Trust named for him and disposed of as provided in this Section.

(c) Termination of Trusts. The Primary Trusts created hereunder shall terminate no later than thirty (30) days following the sale of the last remaining real property interest owned by the Primary Trusts. Upon termination, the Trustee shall distribute each Primary Trust's assets to the Primary Beneficiary outright and free of any trust subject, however, to the provisions of Section 3.02.

III. POWERS OF TRUSTEE

3.01. Powers Granted To Trustee. The Trustee shall be authorized to exercise, in the Trustee's discretion, all of the powers granted by law to trustees in the State of Tennessee and, in addition, the powers and discretions set forth in this Article (Settlor intends that the scope of such powers shall be construed in the broadest possible manner).

3.02. Listing of Powers. The additional powers referred to in section 4.01 are set forth in this section.

(a) Distributions to Minors or Incapacitated Persons. The whole or any part of the income or principal payable hereunder to any person who, in the opinion of the Trustee, is incapacitated through illness, age or other cause may be applied by the Trustee, in the Trustee's discretion, for such beneficiary's health, maintenance, support or education. Any such application may be made at such time and in such manner as the Trustee deems advisable, whether by direct payment to the beneficiary or to the legal representative of the beneficiary or otherwise for the beneficiary's benefit. In each case the receipt of such payment by the beneficiary or other person to whom payment is made shall be a complete discharge of the Trustee for any responsibility in respect thereto. If the Trustee is required to distribute any amount to any beneficiary who has not attained

the age of majority (other than an amount distributable as a result of the exercise of a power of appointment granted herein) such amount shall immediately vest in such beneficiary, but the Trustee may, in its discretion and notwithstanding anything else herein, either: (1) create a custodianship for the beneficiary under a Uniform Transfers to Minors Act or a Uniform Gifts to Minors Act and distribute the amount to that custodian; (2) distribute the amount to a then acting custodian for the beneficiary under a Uniform Transfers to Minors Act or a Uniform Gifts to Minors Act; or (3) retain the share in a trust which shall have the following terms: (A) the Trustee shall pay to the beneficiary so much of the income and principal of the trust as the Trustee determines to be necessary and proper to provide from time to time for the beneficiary's support, education, health or maintenance, considering the beneficiary's other resources known to the Trustee; (B) income not paid to the beneficiary shall be added to trust principal; (C) when the beneficiary attains the age of majority, the trust shall terminate and the Trustee shall distribute to the beneficiary the principal and any accrued and undistributed income of the trust; (D) if the beneficiary dies before attaining the age of majority, the trust thereupon shall terminate and the Trustee shall distribute the principal and any accrued and undistributed income of the trust to the beneficiary's estate.

(b) In-Kind Distributions. The Trustee shall have the power to make distributions in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary, including any trusts.

(c) Selection and Retention of Assets. The Trustee shall have the power to retain, without liability for loss or depreciation resulting from such retention, any property or undivided interests in property received from any source, including residential property, regardless of any lack of diversification, risk, or nonproductivity, for such time as the Trustee shall deem advisable, and the Trustee shall be under no obligation to dispose of or convert any such property. Any investments made by the Trustee pursuant to the terms of this instrument need not be diversified, may be of a wasting nature, and may be made or retained with a view to possible increase in value. The Trustee, except as herein otherwise specifically provided, shall have latitude as wide in the selection, retention, or making of investments as an individual would have in retaining or investing his own funds, and shall not be limited to, nor be bound or governed by, any rules of law, statutes, or regulations respecting investments by trustees.

(d) Sale or Disposition of Property. The Trustee shall have the power to sell, exchange, give options upon, partition, convey, or otherwise dispose of, with or without covenants (including covenants of warranty of title), any property that may from time to time be or become a part of the trust, at public or private sale or otherwise, for cash or other consideration, or on credit, and upon such terms and conditions as the Trustee shall deem advisable, and to transfer and convey the same free of all trusts.

(e) Investments. The Trustee shall have the power to invest and reinvest from time to time in any property, real, personal, or mixed, including (without limiting the generality of the foregoing) securities of domestic and foreign corporations and investment trusts, bonds, preferred stocks, common stocks, mortgage participations, and interests in common trust funds, with complete discretion as to converting realty into personalty, or personalty into realty, or otherwise changing the character of the trust, even though such investment (by reason of its character, amount, proportion to

the total trust, or otherwise) would not be considered appropriate for a fiduciary apart from this provision, and even though such investment causes a greater proportion of the total trust to be invested in investments of one type or of one business or company than would be considered appropriate for a fiduciary apart from this provision.

(f) Loans. The Trustee shall have the power to make loans, secured or unsecured, in such amounts, upon such terms, at such rates of interest, and to such persons, firms, or corporations as the Trustee shall deem advisable.

(g) Non-Productive Property; Delayed Income Rule. The Trustee shall have the power to acquire property returning no income or slight income, or to retain any such property, so long as the Trustee shall deem fit, without the same being in any way chargeable with income, or the proceeds thereof in case of sale or other disposition being in any part deemed income.

(h) Improving and Leasing. The Trustee shall have the power to improve any real estate; to demolish any buildings in whole or in part; to erect buildings; to lease real estate or personal property on such terms and conditions and for such length of time [including ninety-nine (99) years or more] as the Trustee shall deem fit, even though such lease may extend beyond the term of any trust hereunder; to foreclose, extend, renew, assign, release, or partially release, and discharge mortgages or other liens, and to accumulate income for the purpose of doing so (except where the Trustee is required herein to distribute income).

(i) Borrowing Money. The Trustee shall have the power to borrow money and to execute promissory notes therefor; to secure such obligations by mortgages or other liens or pledges of any property of the trust; to make any type of purchase or contract, including installment contracts or credit arrangements, the effect of which is to borrow money; to accumulate income for the purpose of repaying any indebtedness owed by the Trustee hereunder (except where the Trustee is required herein to distribute income).

(j) Adjustment of Claims and Suits; Prepayment of Existing Mortgage. The Trustee shall have the power to prosecute or defend any suit; to compromise or arbitrate any claim (including a claim for taxes) and any litigation, either in favor of or against the trust or the Trustee in its capacity hereunder; to pay claims upon such evidence as the Trustee shall deem sufficient; and to prepay all or part of any mortgage.

(k) Employment of Agents. The Trustee shall have the power to employ such brokers, bank custodians, investment counsel, attorneys, and other agents or servants, and to delegate to them such duties, rights, and powers of the Trustee for such period as the Trustee shall deem fit; and to pay such persons reasonable compensation out of the trust, all regardless of whether any such person or entity is (or is a partner, employee, or employer of, or is owned by) a beneficiary or Trustee hereunder.

(l) Voting Securities; Reorganization. The Trustee shall have the power to vote, in person or by proxy, any stocks or other properties having voting rights, to enter into voting trusts and voting agreements; to exercise any options, rights, or privileges pertaining to any property in the trust; to participate in any merger, reorganization, or consolidation affecting the trust; and, in

connection therewith, to take any action which an individual could take with respect to property owned outright by such individual, including the payment of expenses or assessments, the deposit of stock or property with a protective committee, the acceptance or retention of new securities or property, and the payment of such amounts of money as may seem advisable in connection therewith.

(m) Insurance. The Trustee shall have the power to insure any part of the trust against such risks as the Trustee shall deem fit, such insurance to be based on market values or costs, and the coverage to be full or partial as the Trustee shall deem fit; to pay the premiums and to collect or adjust the losses; to acquire, hold, and pay premiums on insurance upon the life of any person or persons, and to exercise any and all rights to ownership thereof; and to purchase other types of insurance or annuities for any beneficiary; provided, however, all incidents of ownership with respect to any policies of insurance on the life of any Trustee shall be vested in and exercisable solely by another Trustee.

(n) Mineral Contracts and Sales. The Trustee shall have the power to execute and deliver oil, gas, and other mineral leases containing such unitization or pooling agreements and other provisions as the Trustee shall deem fit; to execute mineral and royalty conveyances; to purchase leases, royalties, and any type of mineral interest; and to execute and deliver drilling contracts and other contracts, options, and other instruments necessary or desirable to participate actively in the oil, gas, or mining business. All of the foregoing may include such terms, conditions, agreements, covenants, provisions, or undertakings as the Trustee shall deem fit.

(o) Corporations. The Trustee shall have the power to incorporate any property in the trust; to convey any such property to a corporation for all or part of its capital stock or other securities (whether or not any Trustee is also a security holder, officer, director, or manager of such corporation in an individual, fiduciary, or other capacity); to dissolve such corporation or any other corporation, the securities of which comprise a part of the trust; and to hold or dispose of, as a part of the trust, any property so received upon such dissolution; all in such manner, at or for such times, and on such terms as the Trustee shall deem fit.

(p) Partnerships; Limited Liability Companies. The Trustee shall have the power to enter into partnerships and/or limited liability companies; to transfer any property in the trust to one or more partnerships and/or limited liability companies for interests in such partnerships and/or limited liability companies; to act as a partner in any partnership and as a member in any limited liability company or with respect to any property, any part of which may be or become part of the estate or trust originally or later; to so act as a partner or member with itself acting in an individual, fiduciary, or other capacity; to participate in the management of such partnerships and limited liability companies; to dissolve any partnership or limited liability company in which the Trustee acts as a partner or member; and to hold or dispose of, as part of the trust, any property received upon any such dissolution; all in such manner, at or for such times, and on such terms as the Trustee shall deem fit.

(q) Businesses. The Trustee shall have the power to start or to enter into any business enterprise, or to continue to operate any business interest which becomes part of the trust; to delegate all or part of the management thereof; to invest other funds of the trust therein; to convert

such business from one form (e.g., proprietorship, partnership, corporation) to another; to enlarge, diminish, or change the scope or nature of the activities of any business; to authorize the participation and contribution by the business in any form of employee benefit plan, whether or not the contributions qualify as being tax deductible; to use the general assets of the trust for the purposes of the business; to invest additional capital in or make loans to such business, regardless of the speculative nature or nonproductivity of such investment or loan, and without regard to diversification of investment; to endorse or guarantee on behalf of the trust any loan or loans made to the business, and secure said loan or loans by pledge or mortgage of any property of the trust; to employ such officers, managers, employees, or agents as the Trustee deems advisable in the management of the business, including electing or employing directors, officers, or employees of the Trustee to take part in the management of the business as directors or officers or otherwise, and to pay such person or persons reasonable compensation; and to rely upon the reports of certified public accountants as to the operations and financial condition of the business without independent investigation; all in such manner, at or for such times, and on such terms as the Trustee shall deem fit.

(r) Special Farm Powers. The Trustee shall have the power to retain any farm or farm property received from any source, and to acquire and retain other such property; to engage in farm operations and the production, harvesting and marketing of farm products, including livestock breeding and feeding and poultry and dairy farming, by operating directly with hired labor, by retaining farm managers or management agencies, by renting on shares or for cash, or in any other manner; to enter into farm programs; to purchase or rent farm machinery and equipment, livestock, poultry, seed and feed; to improve farm property and to repair, improve, and construct farm buildings, fences, and drainage facilities; to borrow money for any of these purposes; and in general to do all things customary or desirable in farm operations.

(s) Payment of Expenses and Taxes. The Trustee shall have the power to incur such expenses or charges in the management of the trust as the Trustee shall deem fit; to pay taxes, charges, and governmental assessments against the trust; and, in anticipation of such expenses, charges, taxes, and assessments, to set up such sinking funds or reserves as the Trustee shall deem fit.

(t) Reliance on Business Documents. The Trustee may rely upon the authenticity of affidavits, certificates, opinions of counsel, letters, notices, telegrams, cablegrams, and other methods of communication in general use and usually accepted in business as genuine and as what such documents purport to be.

(u) Acceptance of Additional Property. The Trustee may accept from any source any property acceptable to the Trustee to be held as part of any trust hereunder. The Trustee also is authorized (but not directed) to accept from the executor, at the termination of the administration of any estate of which any trust established herein may be the beneficiary, the assets delivered by the executor to the Trustee on the basis of the accounting therefor as submitted by the Executor, without requiring an audit or other independent accounting of the acts of such executor. No Trustee hereunder shall have any duty, responsibility, obligation, or liability whatsoever for, or any duty, responsibility, obligation, or liability whatsoever for failure to rectify, the acts or omissions of said executor.

(v) Custody of Assets; Nominees; Disbursement of Funds. The Trustee shall have the power to retain sole custody of the assets of the trust; to keep any of the property of the trust in any place or places in the State of Tennessee or elsewhere in the United States or abroad, or with a depository or custodian at such place or places; to hold any of the securities or other property of the trust for any length of time in the name of a nominee or nominees without mention of any trust created herein in any instrument of ownership; to make all disbursements of funds without any counter-signature; and to make all reports, including tax returns, to any agency of the government, local, state, or federal.

(w) Execution of Documents. The Trustee shall have the power to execute and deliver agreements, assignments, bills of sale, contracts, deeds, leases, notes, powers of attorney, warranties, covenants, guaranties, receipts, releases, discharges, acquittances, and other papers or documents reasonably necessary or desirable to carry out the powers granted to a Trustee.

(x) Apportionment of Income and Expenses. Where not otherwise clearly provided by law or otherwise set forth herein, the Trustee shall have the power to determine with finality, as to each sum of money or other thing of value held or received by any Trustee, whether and to what extent the same shall be deemed to be principal or to be income, and as to each charge or expense paid by the Trustee, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or disbursement between principal and income and to determine what part, if any, of income is available for distribution according to the terms hereof, and what part, if any, of the actual income received upon a wasting investment, or upon any security purchased or acquired at a premium, shall be returned and added to principal to prevent a diminution of principal upon exhaustion or maturity thereof; and to set up such reserves out of principal or income as the Trustee shall deem fit.

(y) Division Into Shares or Separate Trusts. The Trustee shall have the power to hold, manage, invest, and account for several shares or separate trusts which may be held in trust, either as separate funds or as a single fund, as the Trustee shall deem fit; if as a single fund, to make division thereof only upon the books of account, to allocate to each share or trust its proportionate part of the principal and income of the single fund, and to charge against each share or trust its proportionate part of the common expense.

(z) Occupancy of Trust Property. The Trustee shall have the power to allow any income beneficiary of a trust to use or occupy property of such trust without payment of rent.

(aa) Termination of Small Trust. Notwithstanding any other provision of this instrument, the Trustee shall have the power to terminate any separate trust established by this instrument whenever in the Trustee's opinion such Trust is so small in value that the administration thereof no longer is economically advisable, after first considering, however, all financial or special advantages to the beneficiary or beneficiaries of continuing the trust. In the event of such termination, the Trustee shall distribute the remaining trust assets to the then income beneficiary or beneficiaries, Per Stirpes. The Trustee's judgment shall be final and binding upon all interested parties, and distribution of trust assets in any manner provided in this instrument shall relieve the

Trustee of any further responsibility with respect to such assets. In no event shall a beneficiary, while serving as a Trustee hereunder, exercise the discretion granted in this subsection, such discretion being exercisable solely by another Trustee.

(ab) Release of Power; Amendment of Trust. Any Trustee shall have the power and authority to amend the provisions of this instrument in order to surrender, release, renounce, or disclaim any one or more of the discretionary powers given by this instrument to that Trustee. Any such amendment shall be made by written instrument acknowledged and filed in the register's office of the county where the Trustee resides (or, if such instrument is not recordable, filed with the trust records). After any power has been so surrendered, released, renounced, or disclaimed it never again shall be exercised by that Trustee.

(ac) Environmental Law Matters. The Trustee shall have the power to inspect and monitor property held by the Trustee (including interests in sole proprietorships, partnerships, or corporations and any assets owned by such business enterprises) for the purpose of determining compliance with environmental laws affecting such property, and to respond or take any other action necessary to prevent, abate, or "clean up," on behalf of the trust as shall be necessary, before or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting property held by the Trustee relating to hazardous substances or environmental laws: to refuse to accept property in trust if the Trustee determines that any property to be donated to a trust estate is (a) contaminated by any hazardous substances, or (b) that such property is being used or has been used for any activities, directly or indirectly involving hazardous substances, which could result in liability to the trust or otherwise impair the value of the assets held therein; to settle or compromise, at any time, any and all claims against the trust which may be asserted by any governmental body or private party, involving the alleged violation of any environmental law affecting property held in the trust; to disclaim any power granted by any document or any statute or rule of law which, in the sole discretion of the Trustee, may cause the Trustee to incur personal liability under any environmental laws: to decline to serve as a trustee if the Trustee reasonably believes that there is or may be a conflict of interest between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which may be asserted against it on behalf of the trust because of the type or condition of assets held therein. For the purposes of this paragraph, "hazardous substances" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state, or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health. Such laws are referred to in this paragraph as "environmental laws." The Trustee shall be entitled to charge the cost for any inspection, review, abatement, response, or "cleanup," or any other remedial action, as authorized herein, against the income or principal of the trust. The Trustee shall not be personally liable to any beneficiary or any other party for any decrease in value of assets in the trust by reason of the Trustee's compliance with any environmental laws, specifically including any reporting requirements under such laws.

3.03. Limited Power to Amend. An Independent Trustee (as defined in Article VI), may by an instrument in writing, amend this trust instrument from time to time in any manner required in the discretion of the Independent Trustee to cope with changes in the law, particularly the tax law. The Independent Trustee shall be guided by what, in the sole judgment of the Independent Trustee, would apparently be the Settlor's original intent hereunder in light of the changes in the law. If there

is no Independent Trustee, an Independent Trustee may be named by the Trustee as an additional Trustee with the sole authority to exercise the power granted under this section. Notwithstanding the foregoing, the Independent Trustee shall not exercise such power to amend if the existence of such power would cause any portion of the trust to be included in Settlor's estate or the estate of Settlor's spouse for federal tax purposes, would cause the Independent Trustee to possess a general power of appointment (within the meaning of IRC Sections 2041 and 2514) or would cause anyone with a power to remove the Independent Trustee to possess a general power of appointment .

IV. TRUST ADMINISTRATION MATTERS

4.01. Trustee Compensation. The Trustee shall be entitled to reasonable compensation by reason of its office, and shall be entitled to take credit for any and all expenses reasonably incurred in the administration, operation or preservation of the trust estate. Neither the Trustee, nor any successor Trustee or co-Trustee, whether individual or corporation, shall be required to furnish bond with respect to property conveyed in trust contemporaneously with the execution of this Agreement or with respect to property hereafter conveyed to or acquired by it.

4.02. Spendthrift Provision. No part of the income or principal of any trust created herein shall be transferred or assigned by any beneficiary, or be subjected to any judicial process against any beneficiary before the same has been paid. No part of the interest of any beneficiary shall in any event be subject to sale, hypothecation, assignment or transfer. Neither the principal or income of the trust shall be liable for the debt of any beneficiary nor shall any part of the principal or income be seized, attached, or in any manner taken by judicial proceedings against any beneficiary on account of the debts, assignments, sale, divorce, or encumbrance of any beneficiary. In accordance with these provisions, the Trustee shall pay to the beneficiary the sum payable to the beneficiary according to the terms of the trust, notwithstanding any purported sale, assignment, hypothecation, transfer, attachment, or judicial process, exactly as if the same did not exist. Nothing contained in this section shall be construed as restricting the exercise of any power of appointment granted herein.

4.03. Trust Irrevocable. Settlor declares that this trust shall be irrevocable and Settlor shall hereafter stand without power at any time to revoke, change, alter or annul any of the provisions herein contained, except that Settlor may hereafter bring other property within the operation of the Trust Agreement.

4.04. Accounting. The Trustee shall not be required to make or render a formal accounting as such, but shall be required to make available to the beneficiaries all records and reports which would disclose in a true and complete manner the value of the trust fund at the end of any calendar month and the operation of the trust fund during any calendar or fiscal year adopted by the trust for tax or accounting purposes.

4.07. Governing Law. This trust shall be construed under the laws and decisions of the State of Tennessee.

4.10. Standard of Liability. Except where a standard of liability is otherwise prescribed herein, and except for any corporate Trustee, no Trustee named herein, nor any successor Trustee or

co-Trustee, shall be liable for any errors in judgment in the exercise of the powers conferred upon it in this trust agreement, and the Trustee, and any successor Trustee or co-Trustee, shall be liable only for fraud, dishonesty or willful misappropriation.

4.11. Waiver of Bond. No Trustee appointed hereunder, whether individual or corporation, serving jointly or alone, shall be required to give any bond or other security with respect to the faithful performance of such Trustee's duties and powers.

V. ADDITIONAL AND SUCCESSOR TRUSTEES

5.01. Grant of Power to Appoint Successor Trustee. In the event Victoria F. Saunders shall become unable or unwilling to continue to serve as Trustee, she shall have the power to appoint a successor to serve as Trustee. Such designation shall be made: (1) by an instrument in writing executed by her during her lifetime and delivered to Settlor (or to the Primary Beneficiaries) and to the designated successor; or (2) by her Will. Any successor Trustee shall likewise have the power to appoint his or her successor. In the event the office of Trustee becomes vacant and no successor Trustee is named pursuant to the foregoing provisions, Settlor's then living adult children who are legally competent, acting by majority vote, shall designate a successor Trustee. Said children shall also have the power to discharge any Trustee other than Victoria F. Saunders (with or without cause) and designate a successor Trustee. Settlor's children may not designate any of themselves as Trustee. The powers granted to Settlor's children to designate a successor Trustee, or remove and replace a Trustee shall be exercised only by delivering a written instrument signed by such children to the Trustee serving prior to the exercise of such power, and to the successor Trustee thereby appointed.

5.02. Liability of Successor Trustees. No successor Trustee appointed pursuant to the foregoing provisions shall be liable or responsible in any way for any acts or defaults of any predecessor Trustee prior to such successor Trustee's appointment, or for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee prior to such successor or additional Trustee's appointment, but such successor Trustee shall be liable only for its own acts and defaults in respect to property actually received by it as Trustee. With the consent of the person making designation of such successor Trustee, such successor Trustee may accept the assets and property delivered to it by the predecessor Trustee as a full and complete discharge to the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary under this agreement by reason of so doing.

5.03. Resignation of Trustee. Any person serving as a Trustee hereunder may resign at any time upon giving sixty (60) days notice in writing to the current income beneficiaries. Such resigning Trustee shall render an accounting to the current income beneficiaries within sixty (60) days after such resignation unless the current income beneficiaries expressly waive such accounting. If a beneficiary is a minor or under a legal disability, then a parent, legal guardian or conservator of such beneficiary, as appropriate, may waive accounting for such beneficiary.

VI. DEFINITIONS AND MISCELLANEOUS

* "Child", "Children", "Descendant", "Descendants". References in this trust to "Settlor's child" or "Settlor's children" mean Settlor's daughter, ERIN H. SAUNDERS, and Settlor's sons, ROBERT M. SAUNDERS, JR., JOHN D. MARTIN SAUNDERS, CLAYTON D. SAUNDERS. The words "child," "children," "descendant," "descendants" and other terms indicative of descent shall exclude adopted persons and shall include only persons legitimately born, except that:

(a) A person adopted under the age of twenty-one years shall be considered legitimately born to the adopting parent or parents, and shall not be considered an adopted person;

(b) A person born out of wedlock shall be considered legitimately born to the natural mother unless a decree of adoption terminates her rights as parent during her life; and

(c) A person born out of wedlock shall be considered legitimately born to the natural father only if the natural father (1) marries the child's natural mother, (2) adopts the child at any time or carries out any legal procedure to confirm the legitimate status of the child or (3) acknowledges in an irrevocable signed instrument delivered to the Trustee while both the child and the natural father are living that the child is to be considered legitimately born for purposes of this instrument.

* Gender and Number. The masculine, feminine and neuter genders whenever used herein shall each be deemed to include the other where the context requires. Moreover, terms referred to in singular form shall be deemed to include the plural where the context requires.

* "Independent Trustee". The term "Independent Trustee," wherever used herein, refers to a Trustee only if such Trustee has never made a gift or transfer to such trust and is none of the following: (A) a beneficiary or contingent beneficiary of the income or principal of any trust created herein, nor related to any such beneficiary in any of the following classifications - spouse, ancestor, lineal descendent, brother or sister; (B) an employee of any beneficiary of any Trust created herein; (C) a corporation, firm or partnership in which any such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control; or (D) an employee of any corporation, firm, or partnership in which any such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control.

* "IRC". References in this trust to "IRC" are to sections of the Internal Revenue Code of 1986, as amended, and shall be deemed to refer to corresponding provisions of any subsequent federal tax law.

* "Per Stirpes". Whenever the Trustee is directed to distribute trust property or to divide and allocate trust property on a "Per Stirpes" basis to or among the living descendants of a person, the trust property to be distributed or allocated shall be divided into as many equal shares as are necessary to distribute or allocate one equal share to each then living child of such person and to provide one equal share collectively for the then living descendants of each child of such person who is then deceased leaving one or more descendants then living. Each share so provided for the descendants of a deceased child of such person shall be distributed or divided and allocated Per Stirpes to or among such descendants.

* "Trustee". The term "Trustee," wherever used herein, shall also include plural trustees where more than one trustee is serving, and shall also include any and all co-Trustees and successor Trustees appointed pursuant to the provisions of this Agreement.

IN WITNESS WHEREOF, Settlor and Trustee have hereunto set their hands at effective the day and year above first written.

Mary Clayton Saunders, Settlor
MARY CLAYTON SAUNDERS, Settlor

Victoria F. Saunders, Trustee
VICTORIA F. SAUNDERS, Trustee

Prepared by:
John F. Murrah
The Bogatin Law Firm
Suite 300, 1661 International Place Dr.
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**MARY CLAYTON SAUNDERS 2002 TRUST
SETTLOR'S ACKNOWLEDGEMENT**

STATE OF TENNESSEE
COUNTY OF SHELBY

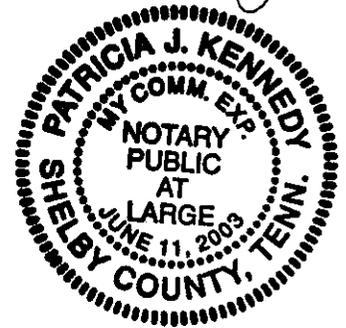
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared MARY CLAYTON SAUNDERS, Settlor, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office this 14th day of March, 2002.

Patricia J. Kennedy
Notary Public

My Commission Expires:

June 11, 2003



**MARY CLAYTON SAUNDERS 2002 TRUST
TRUSTEE'S ACKNOWLEDGEMENT**

STATE OF TENNESSEE
COUNTY OF SHELBY

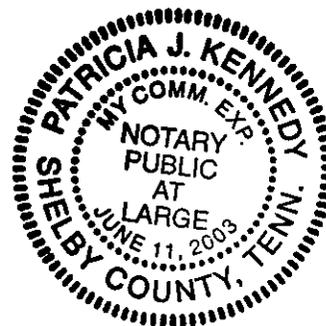
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared VICTORIA F. SAUNDERS, Trustee, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office this 14th day of March, 2002.

Patricia J. Kennedy
Notary Public

My Commission Expires:

June 11, 2003



P. BK 93 PG 682

MARY CLAYTON SAUNDERS 2002 TRUST
Schedule A

Property Transferred to Trust

\$10.00 cash

STATE MS. - DESOTO CO.
FILED

APR 15 4 25 PM '02

BK 93 PG 669
W.E. DAVIS CH. CLK.